

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Post Award Meeting FFP	1	Lump Sum		

NET AMT

FOB: Destination

INSTRUCTIONS

1. NOTE: All references to FFP means Firm Fixed-Price.
2. This procurement is a commercial item procurement conducted under FAR Subpart 13.5. Funds are available. This solicitation document and incorporated provisions are those in effect thru Federal Acquisition Circular 2001-19.
3. NOTE: FAR 212-1, Instruction to Offerors - Commercial Items, substitute "Quotation" or "Quoter" whenever the term "Offer", or "Proposal" is used.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Leadership for Learning FFP Provide course of instruction in accordance with the Statement of Work, using the Leadership for Learning Course Material, Days 1 thru 4 (attached).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Session 04-05 FFP Honolulu, Hawaii 24-27 February 2004 32 Hours (4 Days) 27 Students	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Session 04-02 FFP Virginia Beach, Virginia 23-26 March 2004 32 Hours (4 Days) 27 Students	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Session 04-01 FFP Huntsville, Alabama 13-16 April 2004 32 Hours (4 Days) 27 Students	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Session 04-03 FFP San Diego, CA 4 - 7 May 2004 32 Hours (4 Days) 27 Students	1	Lump Sum		

NET AMT

FOB: Destination

STATEMENT OF WORK

STATEMENT OF WORK

1.0 General

1.1 **Course Title:** Leadership for Learning

1.2 **Course Control Number:** #034

1.3 **Course Length:** 32 hours

1.4 Course Dates and Location: Virginia Beach, VA; 23-26 March 2004

Huntsville, AL; 13-16 April 2004

San Diego, CA; 4-7 May 2004

Honolulu, HI; 8-11 June 2004**1.4 Class Size:** 27 students**2.0 Course Information****2.1 Purpose:** To develop shared understanding of:

- ? The Learning Organization and Leadership for Learning Doctrine: what a learning organization is and how leaders create learning;
- ? Common language of leadership, for current leaders and those who might want to be leaders;
- ? The selection and development of leaders as a “Be, Know, Do, Learn” process;
- ? How leaders understand the Context they operate in, the Logic necessary for success, and the Process for leading organizational change.

2.2 Description:

This requirement represents the FY 2004 PROSPECT course identified in the “Purple Book” as Leadership for Learning. The course explains the importance of selecting and developing the effective leadership that is required today by the challenges, strategic direction, values and vision of the Corps of Engineers. It will focus on understanding the interrelationships between context, logic, character, knowledge, skills, organizational learning, effectiveness and innovation.

Course topics include the Changed Context for the Corps of Engineers, the Learning Organization, Leadership vs. Management, System Thinking, Empowerment, Strategic Leadership, Talents and Strengths, Aligning All Parts of the Corps Culture, Leadership Tools, Operational Leadership. 7 Ss of Culture, Personality Types, The Five Dimensions of Corps Leadership, The Corps Ideal Future, Bureaucratic vs. Interactive Organization, Interactive Planning, Being a Leader Who Creates Organizational Learning, Expert vs. Self-Developer Social Characters, Be-Know-D-Learn, Resistance to Change, and Motivation.

Scheduled delivery of regular sessions of the existing course for approximately twenty-seven (27) participants per session is based on existing course materials developed for the Corps of Engineers. Each session includes three (3) days of course facilitation by two (2) facilitators, and one day of attendance and assistance for an additional day of instruction by a Gallup Corporation, Inc., consultant (under a separate contract to be generated by the PDSC), update of materials/content, course administrative tasks and classroom management.

3.0 Contractor’s Requirements and Tasks

- 3.1** The contractor shall provide (other than those provided by the government) all services, personnel, materials, audio-visual aids and travel and lodging for contractor personnel.
- 3.2** The contractor shall provide an instructor team, which shall consist of two instructors. Instructors proposed to teach shall be delineated in the proposal and will be deemed “key personnel.” The team shall consist of one principal instructor and one assistant instructor.

3.3 Both instructors shall be present during the full 32 hours of instruction.

3.3.1 There shall be one principal instructor and one assistant instructor.

3.3.1.1 One or more prospective instructors who are Corps of Engineers employees may be present to observe or instruct during any session.

3.4 A telephonic post-award meeting, if needed, will be called after contract award.

4.0 Education, Practical Work Experience, and Teaching Experience

4.1 Demonstrated successful experience in developing and implementing curriculum for moving organizations through a major business transformation working with leaders at all levels

4.1.1 Principal instructor should have demonstrated successful experience during the past five years in addressing/resolving ten or more of the leadership-related topics set forth in paragraphs 2.1 and 2.2 above. This experience should also include demonstrated knowledge and applied experience in facilitating significant organizational change using a systems approach that focuses on culture, processes, and structure. During these five years of experience, the principal instructor shall have devoted at least 50% of his/her time to these functions.

4.1.2 Assistant instructor should have experience during the past three years in addressing/resolving eight or more of the leadership-related topics set forth in paragraph 2.1 and 2.2 above. This experience should include demonstrated knowledge and applied experience in facilitating significant organizational change. During these three years of experience, the assistant instructor shall have devoted at least 50% of his/her time to these functions.

4.1.3 Both instructors should be knowledgeable about the Corps of Engineers Learning Organization Doctrine.

4.2 Demonstrated experience in engaging adult learners in a participative learning environment resulting in heightened self-awareness and expanded organizational understanding.

4.2.1 Principal instructor should have 200 hours of teaching experience during the past five years in leadership in a learning organization. This teaching experience shall have involved instructing adult learners in a work-related rather than an academic setting. It should include demonstrated experience in teaching working adults representative of multiple generations, multiple learning styles, and a diversity of engineering, scientific, and other technical disciplines. Topics covered in this 200 hour of instruction shall have included ten or more of the topics set forth in paragraph 2.2 above.

4.2.2 Assistant instructor should have 150 hours of teaching experience during the past three years in public involvement. This teaching experience shall have involved instructing adult learners in a work-related rather than an academic setting. It should include demonstrated experience in teaching working adults representative of multiple

generations, multiple learning styles, and a diversity of engineering, scientific, and other technical disciplines. Topics covered in these 150 hours of instruction shall have included eight or more of the topics set forth in paragraph 2.2 above.

4.3 Demonstrated theoretical and working knowledge and applied experience in organizational dynamics, strategic thinking, organizational development, learning organizations, and culture change

4.3.1 Principal instructor shall possess an earned Master's degree from an accredited college or university in public administration, psychology, or organizational development, or with a major area of emphasis which directly relates to four or more of the topics set forth in paragraph 2.2 above. A Baccalaureate degree in a related field plus five years of teaching experience in one or more of the following areas can substitute for a master's degree. Related fields include: business, sociology, psychology, or public affairs.

4.3.2 Assistant instructor shall possess demonstrated experience in facilitating significant change in organizational culture in accordance with the USACE Learning Organization Doctrine. During these three years of experience, the assistant instructor shall have devoted at least 50% of his/her time to these functions.

4.4 Theoretical and working knowledge of the learning organization sufficient to help students integrate the USACE Learning Organization Doctrine into their daily work setting.

4.4.1 Both instructors should document theoretical and working knowledge of the learning organization sufficient to help students integrate the USACE Learning Organization Doctrine into their daily work settings.

4.5 Certification/experience administering and interpreting personality instruments.

4.5.1 One instructor on the team shall provide documentation of certification and experience in the administration and interpretation of personality instruments designed to increase student awareness of the impact of various personality types on styles of leadership.

5.0 Contractor's Administrative Requirements for session(s) not in Huntsville

5.1 The contractor shall arrive at the class site the day before the instruction starts to perform pre-course administrative requirements.

5.1.1 Verify proper classroom set-up and material distribution.

5.2 Administer student registration.

5.2.1 Each student is required to complete the government-furnished registration form. The contractor shall ensure all necessary information is entered on the form.

5.2.2 The contractor shall prepare draft class roster, including the name, organization, and phone number of each student. The contractor shall submit this draft to hotel personnel for typing a second draft. The contractor shall circulate this second draft among the students to ensure accuracy of the information. The contractor will then return the draft to the hotel personnel for preparation of an alphabetized official class roster with a copy for each student and instructor and three copies to return to PDSC.

5.2.3 The contractor will have hotel personnel digitally print the name of each student on a government-furnished certificate of completion. The principal instructor shall sign each certificate.

5.3 Collect training forms. Collect and sign an approved training form (DD 1556 or equivalent) from each student. Any student who does not have one must present one, for example via fax, before the end of the session as a condition of receiving a completion certificate. The principal instructor shall sign each approved training form as "accepted" by the school official. The contractor shall return the signed approved training forms to the PDSC.

5.4 Administer classroom management. The contractor shall ensure that all students are accounted for during class hours. If required, contractor shall counsel students regarding tardiness, inattentiveness, or lapses of courtesy during class activities. Repetitive offenders shall be brought to the attention of the government by calling 256-895-7450 or 256-895-7453 for instructions.

5.5 Administer/interpret a personality types instrument for each student.

5.6 Administer the end-of-course evaluation. Each student is required to complete a government-furnished end-of-course evaluation. The contractor shall ensure that all required student personnel information is entered on the evaluation form. The contractor shall return the original completed course evaluation forms to the PDSC.

5.7 Administer completion certificates. The contractor shall present a certificate to each student meeting the completion requirements. For completion of the course a student must attend a minimum of 80% of class time and be present at the end of the class. Any absences must be excused absences. Typical examples of excused absences are illness and emergencies. Early departures for airline flights are not excused absences. A student's failure to comply with any of the above will result in the certificate being withheld and forwarded to the PDSC. When a certificate is withheld and forwarded to the PDSC, a brief explanation of the circumstances shall accompany it. If the contractor is unsure whether or not to issue a completion certificate, the principal instructor should call 256-895-7450 or 256-895-7453 for clarification.

5.8 Ensure the return of equipment and documents to the PDSC.

5.7.1 On the morning of the last day of class, schedule a pickup of equipment and other materials in accordance with the instructions provided.

5.7.2. After the session ends, pack equipment, registration forms, class rosters, signed training forms, completed evaluation forms, and surplus instructional materials. Affix a return address label (provided) to each box.

5.7.3 Inform the hotel POC of the time of the scheduled pickup, and give that POC the waybill (provided).

6.0 Government Furnished Materials and Equipment

6.1 The government shall provide existing course materials developed for the Corps of Engineers for the instructors.

6.2 The government shall provide adequate classroom space to accommodate students, instructors, and presentation materials.

6.3 The government shall provide PROSPECT registration and evaluation forms, certificates, and all training equipment.

6.4 The government shall reproduce/duplicate instructional materials for each participant.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1, DEMONSTRATED SUCCESSFUL EXPERIENCE IN DEVELOPING AND IMPLEMENTING CURRICULUM FOR MOVING ORGANIZATIONS THROUGH A MAJOR BUSINESS TRANSFORMATION WORKING WITH LEADERS AT ALL LEVELS

1. Principal instructor should have demonstrated successful experience during the past five years in addressing/resolving ten or more of the leadership-related topics set forth in paragraphs 2.1 and 2.2 of the Statement of Work. This experience should also include demonstrated knowledge and applied experience in facilitating

significant organizational change using a systems approach that focuses on culture, processes, and structure. During these five years of experience, the principal instructor shall have devoted at least 50% of his/her time to these functions.

2. Assistant instructor should have experience during the past three years in addressing/resolving eight or more of the leadership-related topics set forth in paragraph 2.1 and 2.2 of the Statement of Work. This experience should include demonstrated knowledge and applied experience in facilitating significant organizational change. During these three years of experience, the assistant instructor shall have devoted at least 50% of his/her time to these functions.

3. Both instructors should be knowledgeable about the Corps of Engineers Learning Organization Doctrine.

Factor 2, DEMONSTRATED EXPERIENCE IN ENGAGING ADULT LEARNERS IN A PARTICIPATIVE LEARNING ENVIRONMENT RESULTING IN HEIGHTENED SELF-AWARENESS AND EXPANDED ORGANIZATIONAL UNDERSTANDING

Principal instructor should have 200 hours of teaching experience during the past five years in leadership in a learning organization. This teaching experience shall have involved instructing adult learners in a work-related rather than an academic setting. It should include demonstrated experience in teaching working adults representative of multiple generations, multiple learning styles, and a diversity of engineering, scientific, and other technical disciplines. Topics covered in this 200 hour of instruction shall have included ten or more of the topics set forth in paragraph 2.2 of the Statement of Work.

Assistant instructor should have 150 hours of teaching experience during the past three years in public involvement. This teaching experience shall have involved instructing adult learners in a work-related rather than an academic setting. It should include demonstrated experience in teaching working adults representative of multiple generations, multiple learning styles, and a diversity of engineering, scientific, and other technical disciplines. Topics covered in these 150 hours of instruction shall have included eight or more of the topics set forth in paragraph 2.2 of the Statement of Work

Factor 3, DEMONSTRATED THEORETICAL AND WORKING KNOWLEDGE AND APPLIED EXPERIENCE IN ORGANIZATIONAL DYNAMICS, STRATEGIC THINKING, ORGANIZATIONAL DEVELOPMENT, LEARNING ORGANIZATIONS, AND CULTURE CHANGE

Principal instructor shall possess an earned Master's degree from an accredited college or university in public administration, psychology, or organizational development, or with a major area of emphasis that directly relates to four or more of the topics set forth in paragraph 2.2 of the Statement of Work. A Baccalaureate degree in a related field plus five years of teaching experience in one or more of the following areas can substitute for a master's degree. Related fields include: business, sociology, psychology, or public affairs.

Assistant instructor shall possess demonstrated experience in facilitating significant change in organizational culture in accordance with the USACE Learning Organization Doctrine. During these three years of experience, the assistant instructor shall have devoted at least 50% of his/her time to these functions.

Factor 4, THEORETICAL AND WORKING KNOWLEDGE OF THE LEARNING ORGANIZATION SUFFICIENT TO HELP STUDENTS INTEGRATE THE USACE LEARNING ORGANIZATION DOCTRINE INTO THEIR DAILY WORK SETTING

Both instructors should document theoretical and working knowledge of the learning organization sufficient to help students integrate the USACE Learning Organization Doctrine into their daily work settings.

Factor 5, CERTIFICATION/EXPERIENCE ADMINISTERING AND INTERPRETING PERSONALITY INSTRUMENTS

One instructor on the team shall provide documentation of certification and experience in the administration and interpretation of personality instruments designed to increase student awareness of the impact of various personality types on styles on leadership

Factor 6, PAST PERFORMANCE:

Along with the information required above, the quoter shall submit past performance information on the submitted courses taught during the past three years: (1) contract number, type of contract, and description of work; (2) date of contract award; and (3) reference points of contact with relative position to the referenced contract, business address, business telephone number, business facsimile transmission number, and business electronic mail address (if applicable).

Factor 7, PRICE:

Price will not be scored, but will be evaluated and used in determining the most advantageous offer to the Government. The Government will perform an evaluation of price quoted to determine that all quoted items have been included in the stated price and will be reviewed for price reasonableness.

Evaluation: Factors 1, 2, and 3 are equal in importance. Factors 4 and 5 and 6 are equal in importance, and less important than Factors 1, 2, and 3 .

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

____ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000)
(_____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

LOCAL CLAUSES

52.106-4001 CONTRACTING OFFICER'S INSTRUCTIONS

a. The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative (COR). If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.

b. No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The contractor is responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

c. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specification.

(End of Clause)

52.222-4042 PROHIBITION AGAINST FEDERAL EMPLOYEES HIRE

The contractor shall not engage Federal employees in any capacity (official or unofficial) for performance of any aspect of this contract. Federal employees who are scheduled to be furnished by the Government as guest speakers will be engaged by the Government in their official capacity.

(End of Clause)

52.0232-4011 Electronic Funds Transfer (EFT) Information

All contracts shall utilize the Electronic Funds Transfer method of payment, by 1 January 1999.

The following web site will provide information and the authorized form for EFT payments by the paying activity located in Millington, TN.

<http://www.hnd.usace.army.mil> (Go to Doing Business with HNC, Directorate of Contracting, Vendor Information)

(End of Clause)

52.242-4016 KEY PERSONNEL

It is essential that the key personnel identified in the contractor's offer be used to perform work under this contract. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of

the contracting officer: PROVIDED, that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

52.242-4401 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the Contract Number.

52.242-4405 TECHNICAL LIAISON AND SURVEILLANCE

a. Performance by the Contractor of the technical aspects of this contract as described in the Statement of Work is under the cognizance of the US Army Engineering & Support Center, Huntsville. All matters relating solely to the technical aspects of the Contractor's performance may be communicated directly to the technical point of contact named in paragraph c below. All other matters shall be addressed to the Contract Administrative Point of Contact named in Section G, paragraph 3.

b. The above clause is governed by the following:

No change in the scope or within the scope of this contract, which would effect a change in any term or clause of this contract, shall be made, except by a modification executed by the Contracting Officer. Contractor is responsible to insure that all Contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract effort accepted and performed by Contractor personnel outside of the contract, without specific authorization of the Contracting Officer, shall be the responsibility of the Contractor.

c. The technical point of contact is:

NAME: BILL SCOTT
ORGANIZATION CODE: CEHR-P-TO
TELEPHONE NUMBER: (256)895-7450

d. Designation of Authorized Representative of the Contracting Officer, Mrs. Marilyn L. Lang, Chief, Training and Operations Branch, Training Division, U.S. Army Engineering and Support Center, Huntsville, is hereby authorized without power of redelegation to, (a) monitor contract performance to assure technical and doctrinal accuracy in the development of course materials, (b) consolidate and forward to Contractor all reviews of deliverables, (c) approve invoices for payment upon completion of work, and (d) give technical direction in accordance with the scope of this contract. This delegation will remain in effect until completion of the contract unless sooner rescinded in writing by the Contracting Officer.

(end of clause)

COURSE OVERVIEW

Title: LEADERSHIP FOR LEARNING

Control Number: 34

Course Number: 21HR401A

Purpose: To develop shared understanding of: - The Learning Organization and Leadership for Learning doctrine: what a learning organization is and how leaders create learning; - Common language of leadership, for current leaders and those who might want to be leaders; - The selection and development of leaders as a "Be, Know, Do, Learn" process; - How leaders understand the Context they operate in, the Logic necessary for success, and the Process for leading organizational change.

Description: The Corps' intent is to develop leadership at all levels to address current challenges. "Leaders at All Levels" requires a shared understanding of effective leadership today which is not vested in position, but is created through interactive, collaborative relationships. This understanding includes why today's knowledge and service work requires a particular kind of leadership at all levels of the Corps. This course about effective leadership today helps learners understand their assumptions about leadership as well as the importance of enhancing strengths rather than repairing weaknesses. They will also learn about their own strengths and character as potential leaders. The course explains the importance of selecting and developing this effective leadership that is required by the challenges, strategic direction, values and vision of the Corps. Based on the Be - Know - Do - Learn Cycle of continuous improvement, learners will understand the elements of improved leadership: character (including talent themes), knowledge, and skills, and the continuous learning leaders need to be effective leading organizations. Many leader development programs today do not distinguish between knowledge, skill or character development, and miss systematic organizational learning entirely. This course will focus on understanding the interrelationships between context, logic, character, knowledge, skills, organizational learning, effectiveness, and innovation.

Prerequisites: Nominees may be employees in Grades GS/GM 11-15 serving in, or anticipating serving in, a leadership role. Once selected, participants will complete the Strengths Inventory via Gallup StrengthsFinder and The Maccoby Personality Types Survey.

Course Length: 32 hours

ATTACHMENTS

ATTACHMENTS

COURSE MATERIAL

LEADERSHIP FOR LEARNING

INSTRUCTION FOR DAYS 1 THRU 4